MIAMI-DADE COUNTY PUBLIC SCHOOLS
INVITATION TO BID

SEALED BID NO:	**ITB-18-048-HR**
TITLE:	**Milk And Dairy Products**
DESCRIPTION:	**The purpose of this Invitation To Bid is to establish a contract at firm, fixed pricing for the purchase and delivery of milk and dairy products for Miami-Dade County Public Schools.**
TERMS:	**Three (3) years initial term, with two (2) one (1) year options to renew, with an additional ninety (90) days, if needed.**
ITB RELEASE DATE:	**Friday, April 19, 2019**
PRE-BIDDERS CONFERENCE DATE/TIME:	**Monday, April 29, 2019, at 11 a.m. EST**
PRE-BID CONFERENCE LOCATION:	**Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2nd Avenue, Suite 650 Miami, Florida 33132**
DEADLINE FOR QUESTIONS:	**Monday, April 29, 2019, at 5 p.m. EST**
BID DUE DATE/TIME:	**Thursday, May 16, 2019 at 2 p.m. EST**
PUBLIC OPENING OF BIDS:	**Thursday, May 16, 2019, at 2 p.m. EST**
BID OPENING LOCATION:	**Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2nd Avenue, Suite 650 Miami, Florida 33132**
FOR INFORMATION CONTACT:	**Heather Rose, SPSM Procurement Analyst Phone: (305) 995-2673 Fax: (305) 523-4990 Email**: hrose@dadeschools.net

Visit our website at procurement.dadeschools.net to download a vendor registration package. The website also displays Bids, ITBs, bid opening, scheduled Selection Committee Meetings, award recommendations, and the current Board-approved Procurement/Purchasing Regulations.

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SECTION 1.0 - ITB OVERVIEW AND BID PROCEDURES

1.1 INTRODUCTION/BACKGROUND

Miami-Dade County Public Schools ("M-DCPS") is the fourth largest school district in the United States, comprised of approximately 392 schools, 345,000 students and over 40,000 employees. Located at the southern end of the Florida peninsula, the school district stretches over 2,000 square miles of diverse and vibrant communities ranging from rural and suburban to urban cities and municipalities. A truly global community, district students speak 56 different languages and represent 160 countries.

The Vision, Mission and Core Values of M-DCPS are as follows:

VISION

We provide a world class education for every student.

MISSION

To be the preeminent provider of the highest quality education that empowers all students to be productive lifelong learners and responsible global citizens.

CORE VALUES

Excellence

We pursue the highest standards in academic achievement and organizational performance.

Equity

We foster an environment that serves all students and aspires to eliminate the achievement gap.

Student Focus

We singularly focus on meeting our students' needs and supporting them in fulfilling their potential.

Innovation

We encourage creativity and adaptability to new ideas and methods that will support and improve student learning.

Accountability

We accept responsibility for our successes and challenges and seek to transparently share our work in an ethical manner, as we strive towards continuous improvement.

1.2 SUMMARY OF MAJOR GOAL, OBJECTIVES AND NEEDS

M-DCPS is seeking bids from qualified firms to supply milk and dairy products, for Miami-Dade County Public Schools.

The selected bidders will be awarded a three (3) year agreement, with two (2) one-year options to renew, with an additional ninety (90) days, if needed, at the District's sole discretion.

1.3 ITB TIMETABLE

The anticipated schedule for this ITB and contract approval is as follows:

ITB available for distribution:	Friday, April 19, 2019
Pre-Bid Conference date, time and place:	Monday, April 29, 2019 at 11 a.m. EST, Local Time Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2nd Avenue, Suite 650 Miami, Florida 33132
Deadline for receipt of questions:	Monday, April 29, 2019 No later than 5:00 p.m. (Local Time) Emailed to Procurement Staff (See Section 1.4)
Deadline for receipt of Bids:	Thursday, May 16, 2019 No later than 2 p.m. Local Time (See Section 1.9 for location)
Projected Board Approval of Contract:	July 24, 2019
Projected Contract start date:	July 24, 2019

1.4 CONTACT PERSON

The contact person for this ITB is:

Name and Title:	Heather Rose, SPSM Procurement Analyst
Mailing Address:	Miami-Dade County Public Schools School Board Administration Building Procurement Management Services 1450 Northeast 2nd Avenue, Suite 650 Miami, Florida 33132

E-mail Address:	hrose@dadeschools.net
Telephone:	(305) 995-2673
Fax:	(305) 523-4990

Explanation(s) desired by Bidder(s) regarding the meaning or interpretation of this ITB must be requested from the contact person, in writing, as is further described below.

Bidders are advised that from the date of release of this ITB until recommendations for award are published to the School Board or one of its committees, **NO verbal contact with District personnel related to this ITB is permitted,** except as authorized pursuant to the Cone of Silence provision herein at **Section 1.5.** Any such unauthorized contact shall not be used as a basis for responding to this ITB and also may result in the disqualification of the Bidder's submittal.

1.5 CONE OF SILENCE

As stated within School Board Policy 6325, "Cone of Silence" means a prohibition on any communication regarding a particular Request For Proposals (RFP), Invitation To Bid (ITB), or other competitive solicitation between:

1. Any person who seeks an award there from, including a potential vendor or vendor's representative; and
2. Any School Board member or the member's staff, the Superintendent, Deputy Superintendents and their respective support staff, or any person appointed by the School Board to evaluate or recommend selection in such procurement process. For purpose of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

A Cone of Silence shall be applicable to each ITB, bid, or other competitive solicitation during the solicitation and review of bid proposals. At the time of issuance of the solicitation, the Superintendent or the Superintendent's designee shall provide public notice of the Cone of Silence. The Superintendent shall include any advertisement and public solicitation for goods and services in a statement disclosing the requirements of this section.

The Cone of Silence shall terminate at the time the Superintendent of Schools submits a written recommendation to award or approve a contract, to reject all bids or responses, or otherwise takes action which ends the solicitation and review process. All provisions of the above-referenced School Board Policy 6325 apply to this solicitation.

1.6 LOBBYING

School Board Policy 8150, LOBBYISTS – states, in part, that The School Board of Miami-Dade County, Florida, has determined and declared that the operation of responsible government requires that the fullest opportunity be afforded to the people to petition the School Board and the Miami-Dade County Public Schools District to express freely their opinions on School Board actions and issues; and that to preserve and maintain the integrity of the governmental decision-making process, it is necessary that the identity, expenditures, fees, and activities of certain persons who engage in efforts to influence actions of School Board members and employees

either by direct or indirect communication be publicly and regularly disclosed.

Lobbyist means any individual, firm, or corporation compensated by or who contracts for economic consideration from any principal person or organization for the purpose of lobbying. Lobbying means any oral or written communication, direct or indirect with the School Board, members of the School Board, School Board Committees, School Board Administrative Assistants, School Board Attorneys, or members of the Miami-Dade County Public Schools administrative staff, for the purpose of influencing any action, non-action or decision, or attempting to obtain the good will of a School Board member or employee of the school district. Pursuant to this rule, lobbyists shall complete, annually, a Lobbyist Registration Form, and pay the annual registration fee. Furthermore, every person required to register shall list all individuals who may make a presentation when the person appears as a representative for an individual or firm for an oral presentation before a site administrator, or instructional personnel, or certification, evaluation, selection, technical review or similar oral presentation committee. This listing shall include the Clerk's form, the list of presenters, and the indication of fee receipt, prior to the oral presentation. No person shall appear before any employee or committee on behalf of any individual or firm unless he or she has been listed as part of the firm's presentation team or unless he or she is registered with the Clerk's office and has paid all applicable fees.

The School Board policy may be accessed at: dadeschools.net/schoolboard/rules/

1.7 ITB AVAILABILITY

The solicitation package is available through the District's Procurement Management Department. Please email your request to Heather Rose, Procurement Analyst, at hrose@dadeschools.net Bidders or Respondents who obtain copies of this Solicitation from sources other than the District's Procurement Management Department risk the potential of not receiving amendments, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Bidders or Respondents are solely responsible for those risks.

1.8 TERM AND RENEWAL

The term of the resulting agreement shall be for a period of three (3) years with two (2) successive options to renew of one-year each, with an additional ninety (90) days, if needed. All at the sole discretion of the District. Options to renew will be evidenced in writing as a contract amendment to the resulting agreement, negotiated, executed and signed by the District prior to the expiration date of the resulting agreement or any valid extension thereof. The District, in its sole discretion, may negotiate a different contract term (fixed term and option periods) from the term advertised in this ITB in the best interests of the District.

1.9 BID SUBMISSION

The entire proposal packets, including all originals and copies, must be submitted in a main sealed envelope or container (box). Proposals must be submitted in the following format:

- **One (1) unbound original proposal, with all attachments and original signatures.**
- **One (1) bound copy of the original proposal.**
- **One (1) electronic versions on CD or memory stick in Microsoft Word, Excel or PDF format.**

All proposals must be submitted on 8-1/2" X 11" paper, neatly typed on one side only, with normal margins and spacing. Proposals **must be received by the deadline for receipt of proposal specified in this ITB Timetable**. The original and all copies must be submitted in a sealed envelope or container clearly labeled on the outside with the Bidder's name, address, telephone number, the ITB number, ITB title, and Proposal Due Date to:

Miami-Dade County Public Schools
School Board Administration Building
Procurement Management Services
Attn: Heather Rose
1450 N.E. 2nd Avenue, Suite 650
Miami, FL 33132

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 9 a.m. and 4 p.m.; Mondays through Fridays (however, please note that proposals are due at the District on the date and at the time indicated in **Section 1.3**. Additionally, M-DCPS is closed on holidays observed by the District. Bidders are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service. **Proposal response submission to the Procurement Management Services on or before the stated time and date will be solely and strictly the Bidder's responsibility. M-DCPS will not in any way be responsible for delays caused by the United States mail delivery system or by any other occurrence.**

Proposals must be signed by an authorized officer of the Bidder, who is legally authorized to enter into a contractual relationship in the name of the Bidder. The submittal of a proposal by a Bidder will be considered by the District as constituting an offer by the Bidder to perform the required services at the stated prices.

1.10 PRE-BIDDERS CONFERENCE

A pre-proposal conference has been scheduled for **the date, time, and place specified in this ITB Timetable** (see **Section 1.3**). **Attendance is highly recommended, but not mandatory. Please note, bidders may ask questions, however, all questions MUST be submitted in writing by the due date stated in Section 1.3.**

1.11 ADDITIONAL INFORMATION/AMENDMENT

Requests for additional information or clarifications must be made in writing and received by the Buyer for this ITB, in accordance with **Section 1.4**, no later than the deadline for receipt of questions specified in the ITB Timetable (see **Section 1.3**). The request must contain the ITB number and title, Bidder's name, name of the Bidder's contact person, address, phone number, email and facsimile number.

Email requests for additional information will be received by the Buyer at the email address specified in **Section 1.4** above. Emails should have at a minimum, the Bidder's name, name of the Bidder's contact person, address, phone number, facsimile number, and ITB number and title. A copy of <u>any</u> written communication or email <u>must</u> be sent to the Clerk of the School Board as fully described in **Section 1.4**.

The District will issue responses to inquiries and any other corrections or changes it deems necessary by way of written solicitation amendments issued prior to the Bid Due Date. Bidders should not rely on any representations, statements or explanations other than those made in this ITB or in any written amendments to this ITB. Where there appears to be a conflict between the ITB and any amendments, the last amendment issued shall prevail.

It is the Bidder's responsibility to assure receipt of all amendments. The Bidder should verify with the designated Buyer prior to submitting a proposal that all amendments have been received. Bidders are required to acknowledge the number of amendments received as part of their proposals (see attached **Exhibit 2**).

Bidders who obtain copies of this ITB from sources other than the District's Department of Procurement Services risk the potential of not receiving amendments, since their names will not have been included on the Bidder List for this particular ITB. Such Bidders are solely responsible for those risks.

1.12 PROPOSAL GUARANTEE DEPOSIT

No Proposal Guarantee Deposit will be required for this ITB.

1.13 PERFORMANCE OR PAYMENT BONDS

No Performance or Payment Bonds will be required for this ITB.

1.14 SMALL/MICRO, MINORITY/WOMEN-OWNED, AND VETERAN BUSINESS ENTERPRISE PROGRAMS

The School Board of Miami-Dade County, Florida, has a strong commitment to small/micro, minority/women and veteran participation, as part of all District contracting. The School Board has active Small/Micro, Minority/Women and Veteran Certification Programs to increase contracting opportunities for local businesses. Pursuant to School Board Policy 6320.02, the Goal Setting Committee may apply scoring incentives and/or other affirmative procurement initiatives for firms responding to this solicitation.

The application may be accessed through the following link:
https://miamidadeschools.diversitycompliance.com/FrontEnd/StartCertification.asp?TN=miamidadeschools&XID=8687

In Exhibit 9 of this solicitation, the sample certification documents have been included for your firm's review and completion.

All small/micro, minority/women and veteran certifications must be completed online using the following link: http://oeo.dadeschools.net/certification.asp

Furthermore, vendors certified as a small/micro, minority/women and veteran with any entity or agency other than The School Board of Miami-Dade County, Florida, should contact the OEO regarding. Proposers with certifications from other entities or agencies must contact the OEO for additional information on the M-DCPS shortened interlocal
certification agreement.

A current list of certified small, micro, veteran and minority/women firms can be found online at: https://miamidadeschools.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?https://miamidadeschools.diversitycompliance.com/FrontEnd/SearchCertifiedDirectory.asp?TN=miamidadeschools&XID=9602

All vendors must comply with Board Policy 6320.02 and the procedures described in the OEO Administrative Procedures Manual in effect at the time the vendors enters into an agreement with the Board. All vendors will be required to submit a monthly report via the Online Diversity Compliance System for compliance with Small/Micro, Minority/Women and/or Veteran subcontractors utilized and/or any affirmative procurement initiatives. All vendors will be required to submit monthly compliance reports online at: http://miamidadeschools.diversitycompliance.com. Please contact the Office of Economic Opportunity at 305 995-1307 or via email at OEO@dadeschools.net for additional information on getting certified as a Small/Micro, Minority/Women and/or Veteran firm.

For more information on getting certified, please contact the Office of Economic Opportunity at (305) 995-1307.

1.15 LOCAL PREFERENCE

The School Board of Miami-Dade County, Florida, adopted School Board Policy 6320.05, which gives local preference to businesses located in Miami-Dade County, Florida, when evaluating the lowest responsible, responsive bid or submittal for the purchase of goods and services, professional and construction-related services, in excess of $50,000 or the current formal bidding threshold set by Statute. The preference does not apply to goods or services exempted

by Statute as reflected in School Board Policy **6320**, or prohibited by Federal or State law, or other funding source restrictions.

Definition:

Local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its headquarters, manufacturing facility, or locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. In order to be considered for local preference, vendors must provide a copy of their business license and the local business affidavit of eligibility with their bid or proposal. A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with School Board Policy **6320.04**.

PROCESS:

Invitation To Bids:

If following the completion of initial evaluations, a local firm has submitted a proposal and is competing with a non-local Bidder(s), then the local vendor(s) shall have the opportunity to

proceed to be considered for further evaluation provided the price is within five percent (5%) of the cost proposed by the non-local vendor, all other technical requirements being equal. In the case of a tie in the best and final proposal between local businesses, the tie shall be broken as delineated in School Board Policy **6320**.

Bidders claiming local vendor preference **must** submit a **Local Business Affidavit of Eligibility (Exhibit 4)** and a copy of their business license with their response.

The School Board Policy may be accessed at: http://www.dadeschools.net/schoolboard/rules/

1.16 INCOMPLETE OR MISSING DOCUMENTS FOR THIS SOLICITIATION

All proposals received in response to this ITB, will be sealed for a period of 20 days, pursuant to Florida Statute 119.07, to allow for the request and receipt of any missing documents.

Respondents who do not meet all the requirements for the ITB may be contacted to submit the missing information within two (2) business days. If the District requests missing documentation and does not receive the documents within the stated deadline, incomplete or noncompliant proposals may be disqualified.

1.17 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

No late proposal, bid, modification, or late withdrawal will be considered. Each bidder MUST submit Exhibit 8, Bid Receipt Form, which provides documentation of the submittal date and time.

1.18 ITB POSTPONEMENT/CANCELLATION

The District may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this ITB; postpone or cancel, at any time, this ITB process; or waive any irregularities in this ITB or in the proposals received as a result of this ITB.

When a solicitation is canceled, notice of cancelation shall be posted on the District's website and sent to all Bidders solicited.

1.19 COSTS INCURRED BY BIDDERS

All expenses involved with the preparation and submission of proposals to the District, or any work performed in connection therewith, shall be borne by the Bidder(s). No payment will be made for any responses received, or for any other effort required of or submitted by the Bidder prior to commencement of work as defined by a contract executed by M-DCPS.

1.20 COMPLIANCE WITH LAWS, ORDINANCES, CODES AND RULES/REGULATIONS

Bidders shall certify their ongoing compliance with the School Board Policies. Furthermore, Bidders must be familiar with and must be in compliance with all Federal, State and local laws, ordinances, codes, resolutions and implementing rules and regulations that may in any way affect the products or services offered. In the event of a conflict between this ITB and these legal requirements, the legal requirements shall prevail.

(a) Bidder must complete, sign as required and submit the following documents at the time of ITB submission due date. Also see **Section 4.1**.

Exhibit 1	Cover Page for Proposal
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Bidder Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of employment of Former School Board Employees
Exhibit 8	Proposal Submittal Receipt Form
Exhibit 9	Sample M-DCPS Certification Documents
Exhibit 10	Submitted Bid Document Verification Form
Attachment A	Food Service Accounting Specifications
Attachment B	U.S. Department of Agriculture Form 1048

By completing and submitting said documents, the Bidder affirms continued compliance with the provisions of the District and School Board policies and procedures, as may be amended.

1.21 FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted Bidder list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO ($35,000) for a period of thirty-six (36) months from the date of being placed on the convicted Bidder list. Attached is a Public Entity Crime Disclosure Affidavit **(Exhibit 4)** that must be completed and notarized prior to award unless, an Affidavit of Continued Compliance is applicable and is appropriately executed.

1.22 PROPRIETARY/ CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of, proposals would be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

The Bidder shall not submit any information in response to this solicitation, which the Bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the District in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the Bidder. In the event that the Bidder submits information to the District in violation of this restriction, either inadvertently or intentionally and clearly identifies that information in the proposal as protected or confidential, the District shall endeavor to redact and return that information to the Bidder as quickly as possible and, if appropriate, evaluate the balance of the proposal. The redaction or return of information

pursuant to this clause may render a proposal not eligible for consideration. Alternatively, the Bidder may choose in writing to waive any claim to confidentiality promptly upon written notice from the District.

1.23 EVALUATION/SELECTION PROCESS

Please see **Section 5.0** of this document for the Evaluation/Selection process that shall govern this ITB.

1.24 PROTEST TO CONTRACT SOLICITATION OR AWARD

The Board shall provide notice of a decision or intended decision concerning a solicitation, contract award, or exceptional purchase by electronic posting which can be accessed at the District Procurement Management Services' website http://procurement.dadeschools.net , under the tab, "Notice of Intended Action."

Any person who is adversely affected by the agency decision or intended decision, shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods of ranking proposals or replies, awarding contracts, reserving rights of further negotiation or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. The formal written protest shall be filed within 10 days after the date of the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods established herein.

The protesting party shall be required to post a bond consistent with F.A.C. Rule 28-110.005(2), and School Board Policy 6320. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

Formal written protests will be reviewed by Procurement Management Services who will offer the protesting Bidder the opportunity to meet and discuss the merits of the protest. If the protest is not resolved, the Bidder may seek an administrative hearing pursuant to 120.57 Florida Statutes. Petitions for hearings on protests pursuant to 120.57 Florida Statutes must be filed in accordance with School Board Policies 6320 and 0133.

The "Notice of and/or formal written Protest" shall be filed with:

The Office of the School Board Clerk
Miami-Dade County Public Schools
1450 Northeast Second Avenue, Room 268B
Miami, Florida 33132
Fax: (305) 995-1448
E-Mail: Dllopiz@dadeschools.net
celiarubio@dadeschools.net

1.25 NOTICE OF AWARDS

The Board reserves the right to reject any and all proposals, to waive irregularities or technicalities, and to request rebids. The Board reserves the right to utilize other governmental contracts, if in the best interest of the Board.

Notices will be posted on the District Procurement Management Services' website no later than the Friday preceding a regularly scheduled Board meeting. The website address is as follows: http://procurement.dadeschools.net, under the tab of "Notice of Intended Action."

Awards become official upon the Board's formal approval of the award.

1.26 DEFAULT

In the event of default, which may include, but is not limited to non-performance and/or poor performance, the Proposer shall lose eligibility to transact new business with the Board for a period of 14 months from date of termination of award by the Board. Proposers that are determined ineligible may request a hearing pursuant to §120.569, Fla. Statute, and School Board Policy 6320.04, *Contractor Discipline*. The School Board reserves the right to reject any and all bids from a Vendor who is currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity, pursuant to School Board Policy 6320, *Purchasing.*

1.27 COMPLIANCE WITH STATE/FEDERAL REGULATIONS

All contracts involving federal funds will contain certain provisions required by applicable sections of CFR 34, Part 80.36(I) and Part 85.510, Florida Statute 257.36, or Florida Administrative Code Chapter 1B. The vendor certifies, by signing the proposal, that the vendor and his/her principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in federally-funded transactions and may, in certain instances, be required to provide a separate written certification to this effect.

During the term of any contract with the Board, in the event of debarment, suspension, proposed debarment, declared ineligible or voluntarily excluded from participation in federally-funded transactions, the vendor shall immediately notify Procurement Management Services, in writing. Vendors will also be required to provide access to records, which are directly pertinent to the contract and retain all required records for three years after the Board makes final payment.

For all contracts involving Federal funds in excess of $10,000, the Board reserves the right to terminate the contract for cause, as well as for convenience, by issuing a certified notice to the vendor.

CERTIFY REGISTRATION AND USE OF EMPLOYMENT STATUS VERIFICATION SYSTEM. The Status Verification System, also referred to as "E-verify", only applies to construction and professional services contracts using federal funds.

Each Offerer and each duly authorized person signing on behalf of any Offerer certifies as to its

own entity, under penalty of perjury, that the named Offerer has registered and is participating in the Status Verification System to verify the work eligibility status of the contractor's new employees who are employed in the State of Florida in accordance with Executive Order 13465

The contractor shall require that the following provision be placed in each subcontract at every tier. "The subcontractor shall certify to the main (prime or general) contractor by affidavit that the subcontractor has verified through the Status Verification System the employment status of each new employee in the respective subcontractor, all in accordance with and to comply with all applicable employee verification laws. Such affidavit must be provided prior to the notice to proceed for the subcontractor to perform the work." The Board will not consider a proposal for award, nor will it make any award where there has not been compliance with this Section. Manually or electronically signing the Proposal is deemed the Contractor's certification of compliance with all provisions of this employment status verification certification required by all applicable status verification laws.

1.28 BACKGROUND SCREENING REQUIREMENTS

In accordance with the requirements of Sections, 1012.465, 1012.32, and 1012.467, Florida Statutes, School Board Policies 6320 and 8475, as amended from time to time Bidder agrees that, if Bidder receives remuneration for services, Bidder and all of its employees who provide or may provide services under this Agreement will complete criminal history checks, and all background screening requirements, including level 2 screening requirements as outlined in the above-referenced Statutes and School Board policies prior to providing services to The School Board of Miami-Dade County, Florida.

Additionally, Bidder agrees that each of its employees, representatives, agents, subcontractors or suppliers who are permitted access on school grounds when students are present, who have direct contact with students or who have access to or control of school funds, must meet level 2 screening requirements as described in the above-referenced Statutes and School Board policies.

Pursuant to the 2007 amendments to the JLA enacted by the Florida Legislature, requirements for certain fingerprinting and criminal history checks shall be inapplicable to non-instructional contracted personnel who qualify for exemption from level 2 screening requirements as provided under § 1012.468, Fla.Stat. (2007). In addition, the provisions of § 1012.467, Fla.Stat. (2007) are incorporated herein by reference, and any provisions of this Addendum that may be inconsistent with, contrary to, or determined to be in conflict with § 1012.467, will be superseded by said Statute.

A non-instructional contractor, who is exempt from the screening requirements set forth in § 1012.465, § 1012.468 or § 1012.467, Florida Statutes, is subject to a search of his or her name or other identifying information against the registration information regarding sexual predators and sexual offenders maintained by the Department of Law Enforcement under § 943.043 and the national sex offender public registry maintained by the United States Department of Justice. Bidder will not be charged for this search. Further, upon obtaining clearance by the Board, if the Board deems necessary, the Board will issue a photo identification badge which shall be worn by the individual at all times while on Board property when students are present.

Bidder agrees to bear any and all costs associated with acquiring the required background

screening - including any costs associated with fingerprinting and obtaining the required photo identification badge. Bidder agrees to require all its affected employees to sign a statement, as a condition of employment with Bidder in relation to performance under this Agreement, agreeing that the employee will abide by the heretofore described background screening requirements, and also agreeing that the employee will notify the Bidder/Employer of any arrest(s) or conviction(s) of any offense enumerated in School Board Policies 6320 and 8475, within 48 hours of its occurrence. Bidder agrees to provide the Board with a list of all of its employees, who have completed background screening as required by the above-referenced statutes and who meet the statutory requirements contained therein. Bidder agrees that it has an ongoing duty to maintain and update these lists as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Bidder further agrees to notify the Board immediately upon becoming aware that one of its employees who was previously certified as completing the background check and meeting the statutory standards is subsequently arrested or convicted of any disqualifying offense. Failure by Bidder to notify the Board of such arrest or conviction within 48 hours of being put on notice and within 5 business days of the occurrence of qualifying arrest or conviction, shall constitute grounds for immediate termination of this Agreement by the Board.

The parties further agree that failure by Bidder to perform any of the duties described in this section shall constitute a material breach of the Agreement, entitling the Board to terminate this Agreement immediately with no further responsibility to make payment or perform any other duties under this Agreement.

1.29 COMPLIANCE WITH SCHOOL CODE

Bidder agrees to comply with all sections of the Florida K-20 Education Code, Title XLVIII Florida Statutes as it presently exists, and further as it may be amended from time to time. Further Bidder agrees that failure to comply with the Florida K-20 Education Code shall constitute a material breach of this Agreement and may result in the termination of this Agreement by the Board.

1.30 CONFLICT OF INTEREST

Former Miami-Dade County Public Schools employees, classified as Managerial Exempt Personnel, Pay Grade 22 and above, Dade County School Administrators Association, Pay Grade 47 and above, and other equivalent positions, are prohibited from personally representing another person or entity or acting as an agent or attorney for compensation in connection with any matter in which The School Board of Miami-Dade County, Florida, is interested, for two years after the School Board employees' service terminates. This provision is pursuant to School Board Policies 1129, 3129, 4129 and Florida Statute § 112.313(9).

The School Board of Miami-Dade County, Florida, shall be prohibited from entering into any business relationship or continue an existing business relationship with any person or entity determined to have engaged in violation of the restriction contained in this provision.

1.31 PUBLIC RECORDS LAW

It is the practice of The School Board of Miami-Dade County, Florida, to evaluate all Requests For Proposals in a public forum open to the Sunshine Law, pursuant to Florida Statute § 286.011 and to make available for public inspection and copying any information received in

response to an ITB, in accordance with Florida Statute § 119, as such any information sent to M-DCPS is being sent into the public domain. No action on the part of the Bidder would create an obligation of confidentiality on the part of the School Board, including but not limited to, making a reference in the proposal to the trade secret statutes, Florida Statutes §§ 812.081, 815.045. It is recommended that potential suppliers exclude from their response any information that, in their judgment, may be considered a trade secret.

Bidder understands the broad nature of these laws and agrees to comply with Florida's Public Records Laws and laws relating to records retention. The Bidder shall keep and maintain public records required by the School Board to perform the service. The Bidder shall keep records to show its compliance with program requirements. Bidders and subcontractors must make available, upon request of the School Board, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, any books, documents, papers, and records of the Bidder which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law. Bidder shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the bid term and following completion of the bid if the Bidder does not transfer the records to the public agency.

The Bidder shall retain all records for five (5) years after final payment is made or received and all pending matters are completed pursuant to Title 34, Sections 80.36(b)(1). Exempt or confidential information should not be disclosed unless authorized by law. Upon completion of the bid, transfer, at no cost, to the School Board all public records in possession of the Bidder or keep and maintain public records required by the School Board to perform the service. If the Bidder transfers all public records to the School Board upon completion of the bid, the Bidder shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.

If the Bidder keeps and maintains public records upon completion of the bid, the Bidder shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request from the School Board's custodian of public records, in a format that is compatible with the information technology systems of the School Board.

1.32 ASSIGNMENT

This Contract may not be assigned nor may any assignment of monies due, or to become due to Bidder, be assigned without the prior written agreement of Miami-Dade County Public Schools. If Bidder attempts to make such an assignment, such attempt shall constitute a condition of default.

1.33 TERMINATION FOR CONVENIENCE

The School Board may terminate the Agreement at any time, without cause, upon a minimum thirty (30) days' notice to Bidder, in which case the following provisions shall apply: (A) The notice may be effective as of a date certain or may apply only after the delivery of certain enumerated deliverables; (B) The School Board shall pay to Bidder upon receipt of an invoice from Bidder otherwise complying with the Agreement, for any services in respect of a deliverable

not yet delivered which have actually been performed by Bidder, pro-rated on a percentage completion basis based on Bidder's reconciliation of labor actually expended compared to labor originally estimated by Bidder in constructing its proposal.

1.34 DEBARMENT

Pursuant to Board Policy 6320.04, *Contractor Discipline* – Debarred contractors are excluded from conducting business with the Board as agents, representatives, partners, and associates of other contractors, subcontractors or individual sureties.

1.35 PURCHASES BY OTHER PUBLIC AGENCIES

With the consent and agreement of the successful Bidders(s), purchases may be made under this proposal by Miami-Dade County, Florida, and other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same terms and conditions stated herein. This agreement in no way restricts or interferes with the right of any State of Florida Agency or political subdivision to rebid any or all of these items.

1.36 NO GRATUITY POLICY

It is the policy of Procurement Management Services not to accept gifts, gratuities, or favors of any kind or of any value whatsoever from vendors, members of their staffs, or families.

1.37 DAVIS-BACON ACT LABOR STANDARDS

This project may be funded in whole or in part under the provisions of the American Recovery and Reinvestment Act of 2009. Therefore, the Bidder shall comply with all applicable provision of 40 U.S.C. § 276a-§ 276a-7, the Davis-Bacon Act, as supplemented by the Department of Labor regulations (29 C.F.R., PART 5 "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction).

1.38 INDEMNIFICATION

In consideration of this Contract, if awarded, the Vendor agrees without reservation to the indemnification and insurance clauses contained herein. These clauses are attached to and form a part of **Bid# ITB-18-048-HR**

To the fullest extent permitted by law, Bidder shall indemnify and hold harmless the Board, and its employees ("Indemnitees") from and against all claims, liabilities, damages, losses, and costs including, but not limited to, reasonable costs and attorneys' fees at the pre-trial, trial and appellate levels, arising out of, resulting from or incidental to Bidder's performance under this Contract or to the extent caused by negligence, recklessness, or intentional wrongful conduct of Bidder or other persons employed or utilized by Bidder's performance of this Contract. The remedy provided to the Indemnitees by this indemnification shall be in addition to and not in lieu of any other remedy available under the Contract or otherwise. This indemnification obligation shall not be diminished or limited in any way to any insurance maintained pursuant to the Contract otherwise available to Bidder. The remedy provided to the Indemnitees by this indemnification shall survive this Contract. The provisions of this Section shall specifically survive the termination of this Contract. The provisions of this Section are intended to require Bidder to furnish the greatest amount of indemnification allowed under Florida law. To the extent

any indemnification requirement contained in this Contract is deemed to be in violation of any law, that provision shall be deemed modified so that Bidder shall be required to furnish the greatest level of indemnification to the Indemnitees as was intended by the parties hereto.

1.39 DUTY TO DEFEND

Bidder agrees, at its own expense, and upon written request by the Board, to defend any suit, action or demand brought against the Board on any claim or demand arising out of, resulting from or incidental to Bidder's performance under this Contract.

1.40 INSURANCE REQUIREMENTS – NOT APPLICABLE

Prior to being recommended for award, the Vendor has five business days after notification to submit proof of insurance as required herein. Failure to submit a fully completed, original certificate of insurance signed by an authorized representative of the insurer providing such insurance coverages may cause the Vendor to be considered non-responsive and not eligible for award of the Contract. The insurance coverages and limits shall meet, at a minimum, the following requirements:

1. Commercial General Liability Insurance in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

2. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the operations of the Vendor, in an amount not less than $1,000,000 combined single limit per occurrence for bodily injury and property damage.

3. Workers' Compensation Insurance for all employees of the Vendor as required by Florida Statutes.

"The School Board of Miami-Dade County, Florida and its members, officers and employees" shall be an additional insured on all liability coverages except Workers' Compensation Insurance.

The insurance coverages required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operations of the Vendor.
All insurance policies shall be issued by companies with either of the following qualifications:
a) The company must be (1) authorized by subsisting certificates of the authority by the Department of Insurance of the State of Florida or (2) an eligible surplus lines insurer under Florida Statutes. In addition, the insurer must have a Best's Rating of "B"+ or better and a Financial Size Category of "IV" or better according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company.

or

b) With respect only Workers' Compensation Insurance, the company must be (1) authorized as a group self-insurer pursuant to Florida Statutes or (2) authorized as a commercial self-insurance fund pursuant to Florida Statutes.

Neither approval nor failure to disapprove the insurance furnished by the Vendor of The School Board shall relieve the Vendor of the Vendor's full responsibility to provide insurance as required by this Contract.

The Vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period; including any and all option years that may be granted to the Vendor. The certificate of insurance shall contain the provision that the School Board be given no less than (30) days written notice of cancellation. If the insurance is scheduled to expire during the contractual period, the Vendor shall be responsible for submitting new or renewed certificates of insurance to The School Board at a minimum of fifteen (15) calendar days in advance of such expiration.

Unless otherwise notified, the certificate of shall be delivered to:

Miami-Dade County Public Schools
Office of Risk and Benefits Management
1501 N.E. 2nd Avenue, Suite 335
Miami, Florida 33132

The name and address of Miami-Dade County Public Schools, as shown directly above, must be the Certificate Holder on the certificate of insurance.

The Vendor may be in default of this Contract for failure to maintain the insurance as required by this Contract. Any questions regarding these requirements should be directed to Maria G. Hernandez at 305- 995-7133.

1.41 TYPE OF BUSINESS ORGANIZATION AND AUTHORITY OF SIGNATORY

If a Bid is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of the bid. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this Bid is fully authorized and empowered to do so on behalf of the Bidder. In addition, set forth names and titles of any and all parties who are authorized to contract on behalf of the Bidder.

1.42 CANCELLATION OF BIDS OR REQUESTS FOR PROPOSALS

A Bid or RFP may be canceled, in whole or in part, as may be specified in the solicitation, when it is in the best interest of the Board. When a solicitation is canceled prior to opening, a notice of the cancellation shall be posted on the District's website. Any Bids or proposals received for the canceled solicitation shall be returned to the vendor unopened

1.43 TESTING AND PRODUCT EVALUATIONS

During the Bid award period, Awardee(s) products may be tested to determine compliance with bid specifications at no cost to M-DCPS. The Awarded vendor must pay for testing and evaluation of these samples to ensure compliance to Bid specifications. All materials testing information is available for review at the following website: http//materials.dadeschools.net.

1.44 CHARTER SCHOOLS

Items or Services awarded under this contract shall be made available to Charter Schools approved by the School Board of Miami-Dade County Public Schools. M-DCPS is not responsible or liable for purchases that may be made by Charter Schools.

1.45 EQUAL EMPLOYMENT OPPORTUNITY AND M/WBE PARTICIPATION

It is the policy of the School Board that no person will be denied access, employment, training, or promotion on the basis of gender, race, color, religion, ethnic or national origin, political beliefs, marital status, age, sexual orientation, social and family background, linguistic preference or disability, and that merit principles will be followed.

Furthermore, all vendors must review, acknowledge, and comply with Board Policy 6465 *Commercial Anti-Discrimination, Diversity, and Inclusion*. The Contractor shall make every attempt to include the participation of M-DCPS Certified Small/Micro and/or Minority/Women-Owned Business Enterprises under the terms of this contract, as stated in Section 1.14 of this RFP.

1.46 POTENTIAL INTERNSHIP OPPORTUNITIES FOR M-DCPS STUDENTS WITH AWARDED VENDORS

The District has several initiatives to prepare and increase student participation in appropriate internship opportunities. The District's Office of Community Engagement facilitates the student internship program where organizations may participate as Business Mentors. For more information about how to be an internship provider, please visit http://www.engagemiamidade.net/#!community-internships/c7pc or email us at internships@dadeschools.net. As an awarded vendor, District staff may contact your organization regarding current and upcoming Business Mentor opportunities for M-DCPS students and seek your organization's participation, if eligible.

1.47 INVOICING AND PAYMENTS

The Contractor shall submit invoices for payment reimbursement based on actual expenditures, no later than the 10th of the month following the month of services provided and/or items delivered. Payments will not be authorized until the District's designated staff has reviewed and approved a properly completed invoice with supporting documentation. Invoices shall be submitted to M-DCPS, Attn: Account Payable, 1450 NE 2nd Avenue, Suite 602, Miami, FL 33132, and with electronic copies to mdcpsvendorstatements@dadeschools.net referencing the applicable District issued purchase order (PO) number.

1.48 FINANCIAL CLOSEOUT

The Contractor shall submit the final invoice for payment to the District's Accounts Payable within forty-five (45) from the end of the Contract term. If the contractor fails to do so, all rights to payment may be forfeited and the District may not honor any requests submitted after the aforesaid time period. Any payment due under the terms of the resulting contract may be withheld until all reports and/or deliveries due from the Contractor and necessary adjustments thereto have been approved by District designated staff.

1.49 EXPANDING POOL OF VENDORS

Additional Bidders may be solicited prior to the anniversary of each extension period to the pool of eligible providers, at the discretion of the District. This will be posted on the District's Procurement and other governmental websites, for no less than ten (10) days. Subject to approval, additional Bidders' qualifications will be evaluated and approved in accordance with the initial terms of the ITB and added to the pool as they become eligible.

1.50 AMERICAN WITH DISABILITIES ACT

Proposer agrees and warrants that its services and/or products comply with Title II of the American with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of Rehabilitation Act of 1973, along with the its implementing regulations, to ensure that individuals with disabilities have an equal opportunity to participate in the District's programs and activities. Proposer agrees to promptly respond and resolve any complaints regarding the accessibility of its services and/or products. Proposer further agrees to defend, hold harmless and indemnify the District, including reasonable attorneys' fees, for any claims or actions arising out of the Proposer's failure to comply with this requirement

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SECTION 2.0 - SCOPE OF SERVICES

This Section identifies the levels of performance that are desired by the District. Bidders are instructed to indicate a response to ALL service requirements and specifications contained in this Section in the order listed using the same numbering system.

2.1 GENERAL INFORMATION

The District is seeking bids from qualified firms for the purchase of milk and dairy products, for the Department of Food And Nutrition.

The agreement between the successful proposer(s) and the Board will be non-exclusive. This ITB does not have any SBE or M/WBE participation goals.

For firm fixed pricing, catalog discounts and/or preapproved vendor bids, it is expected that the prices submitted shall remain firm for the entire contract and extension period (if any), as stated previously. However, fluctuating market conditions may affect the ability of awarded bidder(s) to maintain the original bid prices. Therefore, the Awarded Bidder(s) may request a price adjustment based on verifiable changes in the market prior to the end of the initial contract term or each extension period to be valid for the upcoming contract extension period. This price adjustment is subject to approval by M-DCPS.

All requests for price adjustments must be submitted in writing to M-DCPS Procurement Management Services, with substantial documentation, including but not limited to, applicable market indexes for the product/service affected, Consumer Price Index (CPI) published by the U.S. Department of Labor, and any other documentation supporting the request for price adjustment. The price adjustment shall not exceed the price index as reported by the Department of Labor. M-DCPS will review all requests for price adjustments, and reserves the right to reject or to modify all requests as deemed to be in the best interest of M-DCPS with appropriate documentation provided to the awarded bidder(s). If mutually agreed upon, the price adjustment(s) shall be valid for the next contract and/or extension period unless the adjustment period is otherwise stated and approved by M-DCPS Procurement Management Services. Awarded bidder(s) who are granted price adjustments must make these price adjustments valid for the contract extension period. Price adjustments shall be subject to audit as to the validity/accuracy at any time by school system personnel.

2.2 SCOPE OF WORK

As stated above, The School Board of Miami-Dade County (the District) is soliciting bids from qualified firms for the purchase and delivery of milk and dairy products for the Department of Food and Nutrition. Bid prices shall be for fresh milk and dairy items made from quality ingredients. All items offered must be manufactured according to the Florida Department of Health and the Miami-Dade County Health Department specifications and regulations. The successful bidder(s) must have the ability to maintain a minimum inventory of high-volume items such as 1% Low Fat White Milk and the Fat-Free Reduced Sugar Chocolate Milk in ½ pint size, utilized during the menu cycle established by the Department of Food and Nutrition

The awarded bidder may NOT subcontract any portion of this bid.

2.2.1 BID ITEM SPECIFICATIONS

A product must have a complete Nutrition Facts label, Ingredient label and if applicable a Child Nutrition (CN) label submitted with the bid to be considered and in order to assist in the gathering of nutrient information for all items. All food products must meet the District's Wellness Policy (Appendix A - Rule on Food & Beverages Sold on Campus and Vending Machines Districtwide) http://nutrition.dadeschools.net/#!/rightColumn/193

Items requiring a CN label number must have the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) final approval and assignment of CN label number. Items that have not received (FNS) final approval will not be considered for an award.

Bidder shall indicate on the bid form the manufacturer's name and number and shall indicate ANY deviation from the specifications as listed. Product specifications MUST include:

A. Delivery temperature not greater than 40 degrees Fahrenheit.

B. No additives, with the exception of vitamin A and D, no water, preservatives, neutralizers or foreign substances shall be added.

C. Ingredients: M-DCPS will NOT award items that contain any of the ingredients listed below.

1. Mono-Sodium Glutamate-MSG
2. High Fructose Corn Syrup, HFCS
3. Peanuts, Peanut Protein or Peanut by products
4. Trans fatty acids/Partially Hydrogenated Oil
5. "Artificial Flavor" or "Artificial Flavoring"
6. Red Dye #40, #3
7. Yellow Dye # 5, #6
8. Blue Dye #1, #2
9. Green Dye #3

The following conditions apply with respect to all bid items awarded:

A. All products shall be processed under the supervision of USDA continuous inspection program service.

B. All grading and stamping must be completed at the product processing plant and copies of certificates forwarded to the Department of Food and Nutrition.

C. It shall be the responsibility of the successful bidder(s) to supply a copy of the appropriate specification of the School Board of Miami-Dade County, Florida to the USDA inspector/grader.

D. Any spoilage or shortages of unprocessed or end product while at the processing plant is the responsibility of the processor, and must be replaced with product of equal or better quality.

E. Successful bidder(s) must provide the Department of Food and Nutrition with a copy of the USDA performance report on a monthly basis to document spoilage or shortage of product.

F. Vendor must provide the Department of Food and Nutrition with receipt of raw product documentation.

G. Milk shall be delivered in leak proof containers with a shelf life of at least 5 days prior to the expiration date stamped on each container.

2.2.2 NUTRITIONAL ANALYSIS

A complete, legible and accurate nutritional analysis and ingredients statement must be submitted with the offer for each individual item, including all flavors and/or varieties. This information shall be submitted with your bid package.

Nutrition Information Requirements include:

1. Nutrition facts label: Serving Size, including the 'base' weight, Total Calories, Total Fat, Saturated Fat, Cholesterol, Sodium, Carbohydrate, Dietary Fiber, Protein, Calcium, Iron, Vitamin A, Vitamin C
2. Ingredient Information List
3. CN Label, if applicable
4. ALL items listed in Group 4: Non-Dairy Milk Substitute, must meet the following minimum nutrient values per cup:

Calcium	**276mg 27.6%**
Protein	**8 grams**
Vitamin A	**500 IU-10%**
Vitamin D	**100 IU-25%**
Magnesium	**24 mg-6%**
Phosphorus	**222 mg 22.2 %**
Potassium	**349 mg 9.7 %**
Riboflavin	**.44 mg – 25.9%**
Vitamin B 12	**1.1 mcg- 1.2 18.3 %**

2.2.3 PACKAGING LABELING

Each delivery must be packed in packaging which is standard in the industry. All products must be delivered in packaging that contains the following labeling information:

1. Name of the product contained in the package (common name)
2. Size of the item
3. Nutrition Facts Label, and Ingredient Information List of the product contained in the package
4. Name, address and inspection legend of the vendor
5. Manufacture/production date (pack date)

6. Manufacture lot or production number
7. Net weight of contents
8. USDA inspection for wholesomeness denoted on the label
9. Case count
10. Child nutrition label, if required
11. A “Sell by Date”

2.2.4 HEALTH INSPECTION, MANUFACTURE AND SANITATION

Bidder(s) are requested to provide a copy of the company’s most recent health inspection report with its bid, inspected by the State of Florida, Department of Agriculture and/or Department of Business and Professional Regulation. A satisfactory inspection report contains no “critical violations” with regards to food sanitation and safety. Failure to submit this document may result in the bid not being considered for award. M-DCPS reserves the right to inspect the bidder(s) operations facility and/or trucks at any time. Failure to maintain all required licenses and satisfactory inspection reports during the term of this agreement and subsequent renewal(s) may result in the awardee being defaulted. Bidder(s) shall have a system in place that provides for quality control and the delivery of product at consistent and specified quality levels. Bidder(s) shall also have in place a system for safety and sanitation inspections assuring the delivery of product that is free from contamination and product degradation.

All the milk shall be subject to manufacture, sanitation and health standards, in addition to the pasteurization and bacterial count specifications of Federal and/or Florida Milk and Milk Products, Chapter 502 and the requirements of the Dade County Health Department. Dairies must have Grade A rating from Dade County Public Health Department. All items furnished under this bid shall be identified as having been officially inspected for wholesomeness and sanitation under a Federal and State Regulatory Program. Furthermore, all items shall comply in all respects to the standards and Regulations established by Federal and/or Florida State Laws and meeting the standards of Florida Statute Chapter 502

2.2.5 CODE DATES

Successful bidder(s) shall code all products with an acceptable form of coding to ensure freshness. Bidder(s) must include with their bid submission, the type of code used along with an explanation to denote the meaning of each code.

2.2.6 MILK CRATES

Crates on which milk and dairy items are stacked and delivered on must be clean and in sanitary conditions at all times. They are to be removed from schools on a daily basis when empty. The crates shall be washed and sanitized by the vendor before reuse. Milk Crates left in schools for excessive periods of time will be discarded without prior notice to the vendor.

2.2.7 MILK PRODUCT CERTIFICATION

All bidder(s) must certify that each one-half (1/2) pint of milk contains a minimum of eight (8) ounces, volumetric measure or 228 grams of milk as specified. Failure by the awarded bidder(s) to comply with the above specifications and/or if non-delivery of product results in a reclaim of federal or state reimbursement, the bidder(s) agrees to pay the School Board of Miami-Dade County, Florida, a dollar amount equal to the amount the Board has paid the vendor for the milk, and, in addition to this amount, the bidder(s) shall pay the amount of federal reimbursement the School Board of Miami-

Dade County, Florida has claimed on the meals of which this milk was a component.

2.2.8 COMPLIANCE REQUIREMENTS

The products required for this bid must be manufactured by a plant that meets the sanitation rating of 90% or higher in compliance with "United States Public Health Service Sanitation Compliance List" at the time of bid, opening bid date, and for duration of bid term. The products must be produced in a facility that has had at least two (2) Satisfactory Health Inspections in the last 12 months. Awarded bidder(s) must include copies of the last two (2) Health Inspection Reports at the time of bid submission.

2.2.9 MINIMUM INVENTORY REQUIREMENTS

Contractors awarded contracts involving Federal Funds must be in compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor Regulations (41 CFR Chapter 60).

2.2.10 SAMPLES

Bidder(s) may be required to submit samples, to be evaluated according to the standards of the Department of Food and Nutrition. Samples shall be identical to the item(s) that is/are specified in the bid proposal. When a bidder(s) is/are requested to submit samples, each lot of samples shall be identified with (1) vendor's name, (2) bid number, (3) bid item number, (4) product name and number and (5) grade or size. Samples shall be submitted to:

Miami-Dade County Public Schools
Department of Food and Nutrition
Attention: Food and Menu Management
7042 West Flagler Street
Miami, Florida 33144
Telephone: (786) 275-0400

Each sample must be marked as specified above prior to submitting to Miami-Dade County Public Schools, Department of Food and Nutrition. No marking of samples will be permitted upon arrival. All information will be entered on a receiving report. Bidder(s) must obtain from the Department of Food and Nutrition a signed receipt acknowledging delivery of samples. Any formulas, letters or other communication shall be attached to the bid for inclusion as part of the vendor's bid. Samples shall be delivered at no cost to the School Board. Failure to deliver samples as required may be cause for rejections of bid(s).

Sample(s), identified to the Department of Food and Nutrition by code numbers established, will be opened and evaluated for acceptability by a committee of food service personnel, Miami-Dade County Public Schools administrators and/or students. Depending on the type of product being considered, the samples will be evaluated using the appropriate methods and standards established by the Department of Food and Nutrition. For information on Department of Food and Nutrition's "Protocol for New Products or Brands of Existing Food Products' Testing and Evaluation please visit: http://nutrition.dadeschools.net/foodscreening.html Samples will be returned only upon written request from bidder.

2.2.11 PURCHASE OF ADDITIONAL ITEMS

M-DCPS Department of Food and Nutrition reserves the authority to add or delete items based on student preference, survey of acceptability and item profitability.

Additional products within the milk and dairy product line may be added during the term of the contract upon completion of successful price negotiations between the School District of Miami-Dade County and the awarded vendor.

This includes new/improved products, additional flavors, different size capacities and different packaging. Price shall be defined as “all costs including freight and inside delivery” and placed in the designated areas at the individual school sites.

2.2.12 PRODUCT RECALL

In the event the awarded bidder receives notice that a product delivered by the awarded bidder to the District has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption by a packer, processor, subcontractor, retailer, manufacturer, or by any State or Federal regulatory agency, the awarded bidder shall notify the District’s Bid Purchasing Agent, Food and Nutrition Officer, and Food and Menu Management Director immediately upon receiving such notice.

The District’s acceptance or failure to reject the affected product as non-conforming shall not in any way impact, negate, or diminish the awarded bidder’s duty to notify the District’s Purchasing Agent, Food and Nutrition Officer, and Food and Menu Management Director that the affected product has been recalled, seized or embargoed, and/or has been determined to be misbranded, adulterated, or found to be unfit for human consumption.

The form and content of such notice to the District shall include the name and description of the affected product; the approximate date the affected product was delivered to the District; the bid number; and relevant information relating to the proper handling of the affected product and/or proper disposition of the affected product by the District, if necessary to protect the health, welfare, and safety of District students or employees; and any health hazards known to the awarded bidder which may be caused or created by the affected product.

The awarded bidder shall, at the option of the Purchasing Department and/or Department of Food And Nutrition, either reimburse the purchase price or provide an equivalent replacement product at no additional cost to the District.

Unless it was absolutely necessary for the District to dispose of the affected product, the awarded bidder shall be responsible for removal and/or replacement of the affected product within a reasonable time, as determined by the District, without causing significant inconvenience to the District.

2.2.13 DELIVERY

The successful bidder(s) must be prepared to furnish continuous quality service by:

- Having the capacity and capability to deliver to multiple schools within the entire Miami-Dade County School District;
- Delivering milk and dairy products that meet all specifications listed in this bid by the purchase order due date; and
- Resolving issues that may arise (i.e. delayed shipments, damaged goods, refunds, rebates etc.)

All deliveries will be made to various schools and departments as indicated on each purchase order. All deliveries made to schools and departments shall require inside delivery and are to be placed in designated areas/coolers, as specified by the School Food Service Manager/Designee. Deliveries will not be made to any one centralized location as the items on bid will not be warehoused. Prices shall include all charges for packing, handling, freight, fuel, distribution, and inside delivery. All vendors must offer inside delivery (F.O.B. destination), to a location in the cafeteria provided by Food and Nutrition, which shall be completed within thirty (30) days after receipt of an authorized and signed Purchase Order, or as per the requirements of the purchase order. Deliveries will be made to the address as specified on each purchase order, or as otherwise specified by the Department of Food and Nutrition.

It shall be the responsibility of the successful bidders to include inside delivery, and to ensure satisfactory operation and/or condition of each and every product delivered on this bid. All orders placed prior to the expiration of the bid and accepted by the successful vendor(s) will be invoiced at the bid unit price(s), although deliveries may be made after the expiration of the contract.

A. Successful bidder(s) must have items available for delivery immediately by date of award or as scheduled by M-DCPS Procurement Management Services and the Department of Food and Nutrition. Delivery equipment must be clean and sanitary.

B. Successful bidders(s) are not permitted to contact any school location without prior approval from the Department of Food and Nutrition. The decision to add any or all school locations will be at the discretion of the Department of Food and Nutrition, and not individual school locations or successful vendors awarded this bid. In the event schools are added to the program, a list will be furnished to the successful bidder(s) at that time. Acceptance of orders from any location not approved, will be considered an unauthorized purchase, and may result in non-approval of invoice payment by the Department of Food and Nutrition.

C. Deliveries of all items awarded are to begin on or after effective date of award, or as indicated by Department of Food and Nutrition. Daily deliveries shall be made between the hours of 6:30 a.m. and 12:00 p.m. (noon). Successful vendor(s) are required to deliver all items awarded on this bid on a daily basis. Keys will not be issued to drivers should delivery be made prior to the arrival of the Food Service Manager. Upon delivery, cartons and contents must be clean, free from damage, free from pest infestation, and within proper temperatures. Delivery temperatures must be followed, and fresh milk and dairy products must be delivered at 40 degrees Fahrenheit or less.

D. Delivery **MUST BE RECEIVED AND SIGNED FOR** by authorized food service personnel. Upon delivery, cartons and contents must be clean, free from damage, free from pest infestation, and within proper temperatures. Deliveries left outside of the cafeteria **WILL NOT** be accepted.

E. Awarded vendors must credit M-DCPS the full value of any product that is discovered to have an expired date code, is defective, or is considered to have been tampered with in any way prior to its arrival at any designated M-DCPS facility.

F. Orders will ultimately be placed electronically by each food service manager at each school cafeteria. Late deliveries may be refused.

G. Deliveries of quantities of milk or dairy products exceeding the ordered amount will be unauthorized, and may not be approved for payment.

H. Individual milk cartons shall be placed in designated refrigerated holding cabinets by The driver in a manner to allow for maximum storage and proper ventilation for airflow and cooling. In those schools which currently have top loading milk containers milk cartons may be placed into holding cabinets.

I. Dumping of milk into the milk cabinets which are not top loading is not acceptable with exception of the first delivery date after Thanksgiving, the winter recess, and spring break, in which case "Dump" deliveries will be acceptable to permit the maximum number of school deliveries on these days.

J Successful bidder(s) should make all possible attempts to deliver milk to the senior high schools first, then elementary and K-8 centers then middle schools to ensure that breakfast programs have milk to offer students in compliance with Federal regulations after a holiday period.

K. The successful bidder(s) must make plans for immediate recovery, should a truck breakdown or other delay(s) occur during the delivery day. The Vendor(s) will be responsible for contacting both the Department of Food and Nutrition and each individual food service manager, should any delivery delays occur.

L. The bidder(s) must have delivery capability for emergencies that are defined, but not limited to theft, product recall, refrigeration/freezer breakdown and food spoilage. Special orders are defined, but not limited to: special functions / activities and additional deliveries needed due to limited storage space.

M. The vendor(s) will be responsible for contacting both the Department of Food and Nutrition and each individual Food Service Manager when delivery would be expected due to any type of delay.

N. M-DCPS will not be held responsible for lost or damaged plastic milk cartons/crates when allowed to accumulate without daily pick up by the successful vendor(s).

2.2.14 LATE DELIVERIES/NON-DELIVERIES

Timely delivery of all orders is expected of the awarded vendor to all delivery sites within M-DCPS. If unable to meet confirmed delivery schedule(s), as agreed upon, then after a two (2) hour grace

period, the District reserves the right to assess liquidated damages to the awarded vendor for each instance in the amount of one hundred dollars ($100) for the instance per route, plus an additional liquidated damages of one hundred dollars ($100) for each calendar day the delivery is delayed. The amount will be deducted from the awarded vendor's invoice. When the awarded vendor(s) is/are unable to meet the delivery as established by M-DCPS Department of Food and Nutrition, M-DCPS reserves the right to purchase on the open market to meet the menu cycle, as established by the Department of Food and Nutrition, and awarded vendor(s) shall pay the price difference between the original bid price and the price of the substituted food item(s) to M-DCPS, and the awarded vendor(s) may be recommended for default.

2.2.15 SPECIAL DELIVERIES

The bidder(s) shall be responsible for any additional special deliveries required in case of emergency during the school day in the event of a shortage of supply.

2.2.16 SUBSTITUTIONS

The successful distribution agent(s) shall deliver only those brands and items awarded on this bid. In the event of an emergency, the successful distribution agent(s) MUST contact the Department of Food and Nutrition and Procurement Management Services for approval to ship any unauthorized items due to a change in product code number, brand, pack change, etc.

Unauthorized substitutions and deliveries shall be grounds for termination. Vendors shall be considered in default of the contract and shall lose eligibility to transact new business with the Board for a period of fourteen (14) months from the date of termination by the Board.

2.2.17 INVOICING/REPORTS

Successful bidder(s) will need to refer to Attachment A, Food Service Accounting Specifications" regarding procedures with M-DCPS including, but not limited to procedures on handling delivery tickets, invoices, and statements.

The awardee must provide a monthly "Customer Sales By Date Range" report, listing purchases for items awarded on this bid only. Under no circumstances should vendor intermingle milk and dairy purchases of another bid and/or purchase order.

<u>USAGE REPORTS</u>
Each successful bidder(s) shall submit a monthly usage report listing the total delivery quantities for each item delivered to each school. This report shall be directed to The School Board of Miami-Dade County, Florida, Department of Food and Nutrition, 7042 West Flagler Street, Miami, Florida 33144, Attention: Food and Menu Management. This usage report shall be submitted by the tenth (10th) day of the following month.

2.2.18 PRICE ADJUSTMENTS

It is expected that the prices submitted shall remain firm for the entire contract and extension period (if any), as stated above. However, fluctuating market conditions may affect the ability of awarded bidder(s) to maintain the original bid prices. Therefore, the awarded bidder(s) may request a price adjustment based on verifiable changes in the market. The basis for this adjustment will be:

a) **RAW MILK PRICE CALCULATION**: All raw milk pricing for milk products shall be predicated on the Class I Price for Milk at 3.5% milk fat (per cwt.) as established and published in the United States Department of Agriculture (USDA) "Announcement of Advanced Class Prices" (Federal Order No. 6) for applicable geographical zone, plus (+) the over order premium as reflected in the "announced price" for Class I Milk per cwt., Zone 5, as published by the areas two major Dairy Cooperatives, Southeast Milk, Inc., and Dairy Farmers of America – Southeast Council. Price adjustments shall be made on a quarterly basis. The bid price adjustment shall be made based on the last published FMO, Federal Milk Order, for their region.

b) **END PRODUCT PRICING:** The end products price shall fluctuate based on the Raw Milk Price Calculation as determined by the regional Federal Milk Market Order (FMO). The price billed to The School District of Miami-Dade County and paid to the awarded vendor will be adjusted monthly based upon the FMO Price plus (+) over order premium, as reflected in the published Raw Milk Price of applicable Dairy Cooperatives. For example, if the FMO for this region increases or decreases the price of raw milk in increments of $0.10 per hundredweight, the increase or decrease of the cost of said milk would be $0.00054 per 8 oz. (half pint), and $0.00108 per 16 oz. (pint). The awarded vendor shall submit, no later than the 25th of the previous month, written notification of the upcoming month's pricing. The price adjustment shall be effective with the first invoice of the following month, providing proper notification has been given. If the awarded vendor fails to properly notify, The School District of Miami-Dade County of any price decrease which would result in a decrease in the contract price of the milk, the School Board will make the appropriate reduction in price effective the date such reduction
should have been made had the awarded vendor given proper notice or take such other action as is appropriate to give the School Board the advantage of said reduction. Any changes in prices must be accompanied by the appropriate supporting documentation from the Federal Milk Marketing Order No. 6 and the conversion calculations used to determine the price changes and how the results computed.

c) **FIXED FEE PER ½ PINT CARTON:** Bidders shall bid a fixed fee per full ½ pint carton to four (4) decimal points, ex. $.0695. The fixed fee should include all costs except the milk pricing and factors such as over order premiums and processor assessments as noted in Fluctuating Price (above), including flavorings, containers and profits for the delivery of ½ pint cartons of milk to the individual school cafeteria storage locations.

2.2.19 ESTIMATED QUANTITIES

The estimated quantities provided in the bid proposal are for bidder's guidance only. No guarantee is expressed or implied, as to quantities or dollar value that will be used during the contract period. M-DCPS is not obligated to place an order(s) with vendors participating on this bid. Order placement will be based on the needs and interest of M-DCPS.

2.2.20 EQUITABLE ADJUSTMENT

M-DCPS may in its sole discretion, make an adjustment in the bid pricing if pricing or availability of supply is affected by extreme and unforeseen volatility in the marketplace, that is, by circumstances that satisfy all the following criteria:

(1) The volatility is due to causes wholly beyond the vendor's control.
(2) The volatility affects the marketplace or industry.
(3) The volatility so affects the vendor that continued performance of the bid award would result in

a substantial loss.

2.2.21 U.S.DEPARTMENT OF AGRICULTURE CERTIFICATION DOCUMENT

Each distribution agent is/are required to complete and to submit with their bid, the U.S. Department of Agriculture Certification Form AD – 1048, Attachment B. Failure to do so may result in the bid not being considered for award. Awards exceeding $25,000 will not be made to awarded bidder(s) who has/have not submitted this form.

2.2.22 ADDITIONAL REQUIREMENTS

Bidder(s) acknowledges acceptance of the following:

A. DISCOUNTS, REBATES AND CREDITS

All goods, services, or monies received as the result of any equipment or USDA Foods rebate shall be credited to the School Food Authority's (SFA) non-profit food service account.

B. BUY AMERICAN PROVISION

Schools and institutions participating in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) in the contiguous United States are required to purchase, to the *maximum extent practicable, domestic commodities* or products for use in meals served under the NSLP and SBP. The legislation defines "domestic commodity or product" as one that is produced in the United States and is processed in the United States substantially using agricultural commodities that are produced in the United States. Substantially" means that over 51 percent of the final processed product consists of agricultural commodities that were grown domestically.

C. FOREIGN PRODUCTS

Bidder(s) shall provide bids for items and/or products solely grown, produced, and processed in the United States or its territories, unless a domestic supply is not available. All Bidders must comply with conditions stated in the United States Code of Federal Regulations (CFR), Title 7, Part 210.21(D).

- If product is not available as produced in the U.S.A., the foreign product(s) shall be submitted as an alternate and shall specify country of origin.
- All foreign products must be inspected for wholesomeness as well as grades, and origin of product must be so noted on grade certificates.
- All products of foreign origin accepted on the bid must have a pesticide analysis from a certified U.S. Lab or through the USDA by the Commodity Scientific Support Division (CSSD). If any pesticide residue is in excess of USDA or FDA recommendation, the product shall not be considered acceptable. The pesticide analysis must accompany the grade certificate and must cover all shipments.

D. CIVIL RIGHTS

The Bidder(s) shall comply with Title VI of the Civil Rights Act of 1964, as amended; USDA regulations implementing Title IX of the Education Amendments; Section 504 of the Rehabilitation Act of1973; Age Discrimination Act of l975; 7 C.F.R. Parts 15, 15a, and 15b; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement—Nutrition Programs and Activities, and any additions or amendments.

E. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

For all ITBs in excess of $100,000 for the employment of mechanics or laborers, Bidder(s) shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Bidder shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. This section does not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or Contracts for transportation or transmission of intelligence.

F. RECOVERED MATERIALS

Bidder(s) awarded ITBs shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include providing only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000.

G. BYRD ANTI-LOBBYING

Bidders awarded ITBs in excess of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. CLEAN AIR ACT

Bidders awarded ITBs in excess of $150,000 shall be in compliance with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7404-97671q), pursuant to the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15), and the Federal Water Pollution Control Act as amended (33 USC 1251-1387).

SECTION 3.0 - PRICE PROPOSAL

[Signature is required at the end of this Section 3.0]

BIDDER MUST READ THIS SECTION IN ITS ENTIRETY AND ACKNOWLEDGE RECEIPT OF THIS SECTION BY SIGNATURE ON THE FOLLOWING PAGE

As stated in Section 2.0 of this ITB, the District is seeking bids from qualified firms to establish a contract at firm, fixed pricing to purchase milk and dairy products for the Department of Food And Nutrition**.** Bidder(s) must submit pricing for all items in a group to be considered for award.

The Bidder shall offer all of the elements of this ITB and meet all service requirements and specifications listed within **Section 2.0 - Scope of Services**, to include furnishing all labor, supervision, equipment and materials necessary for this work.

3.1 PRICE PROPOSAL FOR ITB-18-048-HR MILK AND DAIRY PRODUCTS

Please see Attachment: *ITB-18-048-HRPRICEPROPOSAL.xls.*

The ITB award shall be made to the lowest responsive and responsible Bidder(s), whose proposal is determined to be the most advantageous to the District. No other factors or criteria shall be used in the evaluation.

All chargeable services shall be included in the proposed total price, including all labor customarily associated with services contemplated by this ITB. The prices quoted are to include all travel and living expenses. The prices proposed will be firm and fixed for the life of the contract a period of three (3) years, with two (2) one-year contract extensions, with an additional ninety (90) days, if needed. However, as bidders shall review section 2.1 in this ITB for guidance related to price adjustments.

Please note all prices shall include delivery F.O.B ("Free on Board") destination, freight prepaid. The School Board of Miami-Dade County does not pay Federal Excise and State Taxes on direct purchases of tangible personal property made by contractors, who use the tangible personal property in performance of contract, for the improvement of Board-owned real property as defined in Chapter 192 of the Florida Statutes.

The information in this ITB is to be utilized solely for preparing the proposal response to this ITB and does not constitute a commitment by the District to procure any product in any volume.

For this Section 3.2 PROPOSAL PRICE LIST
[Signature is required at the end of this Section 3.0]

_____ _____
Signature of Bidder's Authorized Representative *Title*

_____ _____
Printed Name: *Date:*

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SECTION 4.0 - PROPOSAL SUBMISSION AND FORMAT

This section identifies the format to be followed in assembling a response. Bidders must carefully follow the format and instructions outlined below, creating a tabbed section in the response for each of the sections in 4.1 below. Bidders are instructed to indicate a response to ALL requirements and specifications contained in this section in the order listed using the same numbering system.

Proposal responses must contain each of the enumerated documents below, each fully completed, signed, and notarized as required. Proposals that do not include the required documents may be deemed ineligible and may not be considered for contract award. All materials (except for plans and schematics, if any) are to be submitted on 8½" X 11" paper, neatly typed on one side only, with normal margins, spacing and quantities as outlined in **Section 1.9** of this ITB.

The inability or denial expressed in a proposal, or omission in the proposal, to offer to comply/conform with the technical requirements of this section of the ITB may result in the proposal being considered non-responsive.

4.1 CONTENTS OF PROPOSAL

All proposals must contain the following tabs/sections:

1) Cover Page

   Exhibit 1 found in Section 6 is to be used as the cover page for the Proposal. This form must be fully completed and signed by an authorized officer of the Bidder submitting the proposal.

2) Table of Contents

   The Table of Contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the Table of Contents.

3) Executive Summary

   Provide a brief summary of no more than two (2) pages, describing the basic services offered, experience and qualifications of the Bidder, staff and any other relevant information.

4) Technical Qualifications

   Provide a response to all of the items listed in **Section 2.0** of this ITB. If the Bidder is unable to provide a particular service, the Bidder is required to suggest an appropriate alternative in his/her response to that item. The Bidder must respond to ALL Requirements in the order listed in **Section 2.0** of this ITB using the same numbering system. The inability or denial expressed in a proposal, or omission in the proposal, to

offer solutions or an explanation to the requirements of this section may result in the proposal being considered non-responsive.

5) Qualifications of the Bidder including Corporate Past Performance & Key Personnel

Provide a response regarding the Bidder's qualifications, including but not limited to, the following: full name, address and brief description of Bidder's organization. Also, provide a description of the organization's qualifications to provide the scope of services requested in this ITB, whereby resumés of Key personnel should be included within the Proposal. Lastly, please provide three (3) references whereby your company has successfully provided services requested within this ITB.

6) Price Proposal List
The Price Proposal List, as outlined within **Section 3.0**, shall be submitted per the directions in that section. Be sure to include your signature as it appears on **Section 3.0**.

7) Required Forms & Attachments

The Bidder must complete, sign and submit the following forms available in **Section 6.0** as part of the Proposal. If awarded a contract, the Bidder will be asked to submit a Bidder registration packet that will include all of the forms listed in **Section 6.0.**

Exhibit 1	Cover Page for Proposal
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Bidder Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of Employment of Former School Board Employees
Exhibit 8	Proposal Submittal Form
Exhibit 9	Sample M-DCPS Certification Documents
Exhibit 10	Submitted Bid Document Verification Form
Attachment A	Food Service Accounting Specifications
Attachment B	U.S. Department of Agriculture Form 1048

4.2 PROPOSAL PREPARATION REQUIREMENT

(1) **All ITB Bidders must submit one (1) unbound, one-sided original, one (1) bound copy of the complete proposal, one (1) electronic version on CD or memory stick.**

(2) All proposals must be submitted on 8½" X 11" paper, except for any drawings, charts, diagrams, and bound, tab divided by designated category. Binders will have clearly printed front, back and spine title covers, that clearly identify the proposal subject, due date and Bidder's contact information.

(3) The original, the soft copy and all copies must be submitted in a sealed envelope/container. Bidders shall include their complete name, return address, and

telephone number on the left upper side of mailing label. The ITB title, number, due date and opening time will be clearly printed at the bottom left side of the label. Such outer envelope/container should be addressed as follows:

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4.3 PROPOSAL LABELING REQUIREMENTS

The box below, with all appropriate information, must appear as a label to allow proper processing of proposal. The label will allow the Buyer to properly handle the sealed container without revealing the contents until the proposals are opened.

In addition to the below label, all bidders MUST attach Exhibit 8, Proposal Submittal Receipt Form to the outside of the proposal.

SEALED PROPOSAL ENCLOSED

(To be opened by the Contact Person noted below)

Bidder's Name:
Bidder's Address:
Bidder's Telephone Number:

BID BOX

Miami-Dade County Public Schools
Procurement Management Services
Attn: Heather Rose, SPSM
Procurement Analyst
School Board Administration Building
1450 N.E. 2nd Avenue, Suite 650
Miami, FL 33132

ITB No.: ITB-18-048-HR
ITB Title: Milk And Dairy Products
Proposal Due Date: Thursday, May 16, 2019 by 2 p.m. EST (local time)

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SECTION 5.0 - EVALUATION/SELECTION PROCESS

5.1 COMPETITIVE ITB PROCESS

(a) The selection process under this ITB shall be a competitive process that shall utilize and be governed by the authority, methodology and guidance established within School Board Policy 6320, Purchasing, located on the District's website at:

procurement.dadeschools.net

(b) Also see Section 1.0 of this document for additional information and provisions applicable to this competitive ITB process.

5.2 EVALUATION CRITERIA

The Procurement Staff, assigned to this ITB, will evaluate all responsive and responsible bids based on the criteria listed herein, specifically Section 2. Please note, Procurement staff may apply scoring incentives for all registered SBE/MBE vendors and/or vendors claiming local preference, as noted within Section 1.14 and Section 1.15, respectively.

When in the best interest of the District, the Procurement staff may request the submission of best and final offers from all Bidders. The request for best and final offers shall be in writing and shall establish a common date and time for the submission. Bidders shall be informed that if they do not submit a best and final offer or a notice of withdrawal, their immediate previous offer will be construed as their best and final offer.

5.3 PRICE PROPOSAL

A completed price proposal list is not required under this ITB, however, at the time of proposal submission, the signature form in Section 3.0 Price Proposal List, must be submitted with each proposal package. See **Section 3.0 – PRICE PROPOSAL.**

5.4 AWARD

Contract award shall be made to the responsive and responsible Bidder(s), whose proposal is determined to be the most advantageous to the District. No other factors or criteria shall be used in the evaluation. The recommendation for award shall be submitted through the Buyer to the School Board.

In this ITB Process, the award decision will be made by the School Board, whose decision shall be final.

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SECTION 6.0 – ATTACHMENTS

Exhibit 1	Cover Page for Proposal
Exhibit 2	Acknowledgment of Amendments
Exhibit 3	Local Business Affidavit of Eligibility
Exhibit 4	Florida Statutes on Public Entity Crimes
Exhibit 5	Bidder Experience
Exhibit 6	Anti-Collusion Statement
Exhibit 7	Disclosure of Employment of Former School Board Employees
Exhibit 8	Proposal Submittal Receipt Form
Exhibit 9	Sample M-DCPS Certification Documents
Exhibit 10	Submitted Bid Document Verification Form
Attachment A	Food Service Accounting Specifications
Attachment B	U.S. Department of Agriculture Form 1048

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EXHIBIT 1
COVER PAGE FOR PROPOSAL

BIDDER'S NAME (Name of firm, entity or organization):		
FEDERAL EMPLOYER IDENTIFICATION NUMBER:		
NAME AND TITLE OF BIDDER'S CONTACT PERSON: Name:_____Title: _____		
TELEPHONE: (____) _____	***FAX:*** (____) _____	***E-MAIL ADDRESS*** _____
BIDDER'S ORGANIZATIONAL STRUCTURE: ____Corporation __ Partnership ____ Proprietorship ____Joint Venture ____Other (Explain) _ _____		
IF CORPORATION: Date Incorporated/Organized:_____ State Incorporated/Organized:_____ States registered in as foreign corporation: _____		
BIDDER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:		
LIST NAMES OF BIDDER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT		

EXHIBIT 2
ACKNOWLEDGMENT OF AMENDMENTS

I**nstructions:** Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated_____, 20__

Addendum #2, Dated_____, 20__

Addendum #3, Dated_____, 20__

Addendum #4, Dated_____, 20__

Addendum #5, Dated_____, 20__

Addendum #6, Dated_____, 20__

Addendum #7, Dated_____, 20__

Addendum #8, Dated_____, 20__

PART II:

No Addendum was received in connection with this solicitation.

Authorized Signature:_____ Date:_____

Print Name:_____ Title: _____

Federal Employer Identification Number:_____

Firm Name:_____

Address:_____

City/State/Zip:_____

Telephone:_____ Fax:_____

EXHIBIT 3

Miami-Dade County Public Schools

Local Business Affidavit of Eligibility

This declaration is executed under penalty of perjury of the laws of the United States and State of Florida.

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFQ/RFP/BID/CONTRACT/PROJECT # *(as applicable)*: _____

BUSINESS NAME:		
CONTACT PERSON:		
ADDRESS: *(Include City State & Zip Code)*		
FEIN *(Federal Employer Identification Number)*:		**Length of Time at Address Provided:** _____
		Length of Time Located within the legal boundaries of Miami-Dade County: _____
BUSINESS STRUCTURE:	☐ **Corporation** ☐ **LLC** ☐ **Partnership** ☐ **Sole Proprietorship** ☐ **Other** *(Specify)*: _____	
PHONE:	( )	**FAX:** ( )
E-MAIL ADDRESS:		

ATTESTATION - I understand that:

- In accordance with School Board Policy 6320.05; local business means the vendor has a valid business license, issued by a jurisdiction located in Miami-Dade County, with its ☐ headquarters, ☐ manufacturing facility, or ☐ locally-owned franchise located within the legal boundaries of Miami-Dade County, for at least twelve (12) months (or having a street address for at least twenty-four (24) months), prior to the bid or proposal opening date. Post office boxes are not verifiable and shall not be used for the purpose of establishing said physical address. **Mark applicable box and attach support document(s).**
- To be considered for local preference, **a vendor must attach a copy of its business license (Local Business Tax Receipt) to this affidavit of eligibility with a bid or proposal.**
- The preference does not apply to goods or services exempted by statute as reflected in Policy 6320, or prohibited by Federal or State law, or other funding source restrictions.
- The application of local preference to a particular purchase, contract, or category of contracts for which the Board is awarding authority may be waived upon written justification and recommendation by the Superintendent.
- The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, from giving preference permitted by law in addition to the preference authorized in this policy.
- The preference established in this policy does not prohibit the right of the Board, or other authorized purchasing authority, to compare quality or fitness for use of supplies, materials, equipment and services proposed for purchase and compare qualifications, character, responsibility and fitness of all persons, firms or corporations submitting bids or proposals.
- The above information may be subject to verification.
- A vendor who misrepresents the local preference status of its firm in a proposal or bid submitted to the School Board will lose the privilege to claim local preference status, and shall lose eligibility to claim local preference status for a period of one (1) year. The Superintendent may also recommend that the firm be referred for debarment in accordance with Policy 6320.04.

BEFORE ME; the undersigned authority, in and for the State of Florida and Miami-Dade County personally appeared _____ who, after being sworn according to law, stated that he or she was authorized to represent _____ and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

SWORN AND SUBSCRIBED BEFORE ME

_____
SIGNATURE OF NOTARY PUBLIC
THIS _____ DAY OF _____, 20_____

My Commission Expires: _____
NOTARY SEAL

_____
PRINTED NAME OF AFFIANT

_____
SIGNATURE OF AFFIANT DATE

_____
TITLE

_____
COMPANY NAME

FM-7138 Rev. (03-13)

EXHIBIT 4
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

The State of Florida has enacted a law that requires bidders or contractors to submit a sworn document stating whether or not a corporation, its officers, predecessors or successors have been convicted of a public entity crime. Neither the Bidder, the contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Bidder or contractor nor any affiliate of the Bidder or contractor shall have been convicted of a public entity crime subsequent to July l, 1989.

All Bidders must read and complete in its entirety, sign and have notarized the attached "Sworn Statement under Section 287.133 (3) (a), Florida Statutes, on Public Entity Crimes."

Failure to do so will result in the proposal submitted being considered non-responsive and, therefore, not considered for award.

Bid or Contract No._____

SWORN STATEMENT UNDER SECTION 287.133 (3) (A),
FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

STATE OF_____
COUNTY OF_____

Before me, the undersigned authority, personally appeared_____who, being by me first duly sworn, made the following statement:

1. The business addresses of_____ (name of bidder or contractor)

   is_____.

2. My relationship to _____(name of bidder or contractor) is _____(relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering conspiracy, or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the statute to mean a finding or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July, l989, as a result of a jury verdict, non-jury trial, or entry plea of guilty or nolo contendere.

5. I understand that “affiliate” is defined by the statute to mean (l) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Bidder, contractor nor any officer, director, executive, partner, shareholder, employee, member nor agent who is active in the management of the Bidder or contractor nor any affiliate of the Bidder or contractor has been convicted of a public entity crime.

(Draw a line through paragraph 6 if paragraph 7 below applies)

7. There has been a conviction of a public entity crime by the Bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Bidder or contractor who is active in the management of the Bidder or contractor or an affiliate of the Bidder or contractor. A determination has been made pursuant to Section 287.133 (3) by order of the Division or Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted Bidder list. The name of the convicted person or affiliate is__. A copy of the order of the Division of Administrative Hearing is attached to this statement.

_____
Affiant’s Signature

Sworn to and subscribed before me in the state and county first mentioned above on the _____day of_____, 20_____.

NOTARY PUBLIC

MY COMMISSION EXPIRES

EXHIBIT 5
BIDDER EXPERIENCE

Submit one form for each client reference. Understand that each client may be contacted to verify the validity of the partnership between the Bidder and the client.

Prime Bidder:

_____

Client Name:

_____

Address:

_____

Client Contact name:

_____

Title:

_____

Phone number:

_____

Email:

_____

Is Client a School District? (Yes___ No___)

Duration of Client Relationship:

Date Started: _____ Date Ended: _____ for _____ Total Years.

Additional information (attach pages as necessary):

Describe the services provided; provide total value of the contract, result of the project and Bidders role in the project, difficulties experienced during implementation or ongoing operations. If contract was terminated, state the reason for termination.

For Department Use Only:

_____ _____

PMS Staff Name/ Signature *Date*

EXHIBIT 6
ANTI-COLLUSION STATEMENT

THE UNDERSIGNED BIDDER HAS NOT DIVULGED TO, DISCUSSED, OR COMPARED HIS/HER PROPOSAL WITH OTHER BIDDERS AND HAS NOT COLLUDED WITH ANY OTHER BIDDER OR PARTIES TO THE PROPOSAL WHATSOEVER. BIDDER ACKNOWLEDGES THAT ALL INFORMATION CONTAINED HEREIN IS PART OF THE PUBLIC DOMAIN AS DEFINED BY THE STATE OF FLORIDA SUNSHINE LAW.

CERTIFICATION AND IDENTIFICATION FOR BIDDERS SUBMITTING PROPOSALS

I certify that this proposal is made without prior understanding, agreement or connection with any corporation, firm or person submitting a proposal for the same service, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of these proposal specifications and I certify that I am authorized to sign this proposal. I certify agreement with The School Board of Miami-Dade County, Florida, Business Code of Ethics and agree to comply with this Code and all applicable School Board contracting and procurement policies and procedures (School Board Policy 6460). I certify that I, nor my company or its principals, or any wholly-owned subsidiary are currently debarred or in default of any bid, purchase order or contract with the School Board or any other private or governmental entity and that the company satisfies all necessary requirements as an entity to do business with The School Board of Miami-Dade County, Florida.

Type of Business Organization and Authority of Signatory:

Indicate type of business organization Bidder is registered as with the Florida Department of State Division of Corporations. For example, Partnership, Limited Partnership, Limited Liability Company, Corporation, etc. If a proposal is submitted by a corporation, provide documentation that the corporation is active and authorized to do business in the State of Florida, and that its corporate status shall remain active and unchanged at the time of award of proposal. As to other types of business organizations, please provide any and all documentation relating thereto, including without limitation, verification that the party signing this proposal is fully authorized and empowered to do so, on behalf of Bidder. In addition, set forth name(s) and title of any and all parties who are authorized to contract on behalf of Bidder.

LEGAL NAME OF AGENCY OR

BIDDER SUBMITTING PROPOSAL: _____

MAILING ADDRESS: _____

CITY STATE, ZIP CODE: _____

TELEPHONE NUMBER:_____

TYPE OF BUSINESS ORGANIZATION:_____

E-MAIL ADDRESS:_____

BY: SIGNATURE (ORIGINAL) _____

BY: NAME TYPED _____

TITLE:_____

EXHIBIT 7
DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES

Pursuant to School Board Policy 6460, which may be accessed at http://www.dadeschools.net/schoolboard/rules, all bidders and consultants are required to disclose the names of any of their employees who serve as agents or principals for the bidder, Bidder or consultant, and who, within the last two years, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employees held those positions. See following page and include page in your proposal packages. If non- applicable, please indicate so on the form and return.

DISCLOSURE OF CONFLICT OF INTEREST (Affiliation with District Committees, Task Force or Associations)

Bidders are required to disclose the names of any officers/directors, who serve on any district committees, task force, or associations. See following page and include page in your proposal packages. If non-applicable, please indicate so on the form and return.

DISCLOSURE OF EMPLOYMENT OF FORMER SCHOOL BOARD EMPLOYEES
(PLEASE INCLUDE THIS FORM WITH YOUR PROPOSAL PACKAGE)

Pursuant to School Board Policy 6460, which may be accessed on the school website at dadeschools.net/schoolboard/rules all bidders, Bidders, and consultants, are required to disclose the names of any of their employees who serve as agents or principals for the bidders, Bidders or consultant, and who **within the last two years**, have been or are employees of the School Board. Such disclosure will be in accordance with current School Board rules, but will include, at a minimum, the name of the former School Board employee, a list of the positions the employee held in the last two years of his or her employment with the School Board, and the dates the employee held those positions.

NAME	LIST OF POSITIONS	DATES EMPLOYEE HELD POSITION
_____	_____	_____
_____	_____	_____
_____	_____	_____

DISCLOSURE OF CONFLICT OF INTEREST

(AFFILIATION WITH DISTRICT COMMITTEES, TASK FORCE, ASSOCIATIONS)

Firms under Contract or proposing to enter into a Contract with Agency must be in conformance with the M-DCPS Conflict of Interest policies available at www.dadeschools.net. Any vendor who submits a response to a solicitation must disclose the names of any of its company directors or officers who serve on any District Committees, Task Force or Associations. Does the Firm or any Associate of the Firm (Director's, Officers, etc.) serve or have served within the past two years (2) on a Miami-Dade County Public Schools District Committee, Task Force, or Association?

No ☐ **Yes** ☐ **If answer is yes, please complete the following:**

Employee Name	Current Title with Firm	Name of M-DCPS Committee, Task Force, Association Served
Name:_____ •		
Name:_____ •		

NOTE: THIS FORM SHALL BE RETURNED WITH THE PROPOSAL SUBMITTAL

EXHIBIT 8
PROPOSAL SUBMITTAL RECEIPT FORM

All Bidders MUST adhere to the guidelines stated in Section 1.17. As such, all bidders will sign and acknowledge timely submittal of this RFP, as well as Procurement Management Services Staff. This form must be included within the timely bid package. As stated in Section 4.3, please complete the following form and attach the form to the outside of your firm's bid response.

ITB Name and Number:	ITB-18-048-HR Milk And Dairy Products
ITB Due Date:	Thursday, May 16, 2019 by 2 p.m.
Bidder Name and Address:	
Bidder's Date and Time of Submission:	
Authorized Bidder's Signature:	
Procurement Management Staff Name and Signature:	
Verify Date and Time of Bidder's Submission:	

EXHIBIT 9
SAMPLE M-DCPS CERTIFICATION DOCUMENTS

Help & Tools

Certification Application: Start Certification Application

New Application for Miami-Dade County Public Schools

M-DCPS's New Application for Small Business Enterprise (SBE), Micro Business Enterprise (MBE), Minority Women Business Enterprise (M/WBE) Certification.

This application is for NEW Small Business Enterprise (SBE) & Micro Business Enterprise (MBE) & Minority/Women Business Enterprise (M/WBE).

Note: Firms currently certified by M-DCPS should not submit a New Application. Instead submit a Recertification application, due on the anniversary date.

Review the information below and complete the eligibility requirements then click Continue.

For more information about M-DCPS's SBE/MBE/MWBE Program, please visit the http://oeo.dadeschools.net/ page.

For guidance, please call 305-995-1307 or email oeo@dadeschools.net.

Need Help?

Download Part 2 of the user manual

Sign up for a Training Class

Company & Contact Information

Select a company type and application auto-fill option. Confirm or enter your personal and company email addresses to permit us to contact you quickly for technical support, if needed.

YOUR EMAIL ADDRESS *	mdcpstest1@b2gnowuser.com
COMPANY EMAIL *	mdcps1@b2gnowuser.com
COMPANY TYPE *	Corporation
APPLICATION AUTOFILL *	◉ Use existing account information to auto-fill application

Eligibility Requirements

The following basic criterion is used to evaluate eligibility for certification. However, meeting these basic items does not guarantee that an application will be approved. This is only intended as a general overview to see if your firm should apply for certification.

Is your firm registered as a vendor with MDCPS?

○ Yes ○ No

Does the owner and/or qualifier of the business have the required professional licenses and contractor qualification licenses?

○ Yes ○ No

Does your business have a occupational license and all required professional licenses and/or contractor qualifier licenses?

○ Yes ○ No

For SBE/MBE Applicants only: Has your business been established for at least one year or the principals of the business have at least

EXHIBIT 10
SUBMITTED BID DOCUMENT VERIFICATION FORM

All proposers are required to submit the following information to be considered for award. Failure to submit any of the required documents with the proposal will cause the proposer to be considered nonresponsive and ineligible for further consideration. In no more than thirty (30) pages, each proposer must include the following information within the submitted proposal:

REQUIREMENT	YES	NO
a. A Local Business Tax Receipt. Any person, firm, corporation or joint venture, with a business location in Miami-Dade County, Florida, which is submitting a bid, shall meet the County's Local Business Tax Receipt requirements in accordance with Miami-Dade County, Florida, code. Bidders with a location outside Miami-Dade County shall meet their local Occupational Tax requirements. A copy of the license must be submitted. Noncompliance with this condition may cause the bidder not to be considered for award.		
b. Copy of current registration with the Florida Department of State, Division of Corporation to conduct business in the State of Florida (Sunbiz) or the current registration in the home state.		
c. Documentation and certification of participation in a program to ensure a drug and alcohol-free workplace.		
d. A complete, legible and accurate nutritional analysis and ingredients statement.		
e. A complete Nutrition Facts label, Ingredient label and if applicable a Child Nutrition (CN) label (as per Section 2.2.1)		
f. A list of the product(s) manufacturer's name and telephone # and indicate any deviation from the specifications as listed.		
g. A copy of your company's two (2) most-recent Health Inspections and documentation supporting that the products are manufactured by a plant that meets the sanitation rating of 90% or higher in compliance with the United States Public Health Service Sanitation Compliance List**.**		
h. Complete and submit the U.S. Department of Agriculture Certification Form AD 1048 (see Attachment B).		
i. Written confirmation that your company has the ability to transmit and receive purchase orders/data electronically, via a computerized system, e.g. (An ERP system). Also, provide the e-mail address for purchase orders.		
j. Three (3) letters of reference, dated within a year, from customers where work similar in scope has been performed for a period of not less than two (2) years. These three (3) references shall be from customers with multiple facilities, similar in nature to M-DCPS (see Exhibit 5).		
k. Submission of all documents stated in Section 4, such as Cover Page, Table of Contents, Executive Summary, adherence to the technical qualifications, Bidders Qualifications, including resumes, price proposal and the required forms and attachments, as stated in Section 6 of this ITB.		
l. Code(s) used to denote freshness of the product(s) and the meaning of each code (as per Section 2.2.5).		

Please sign below confirming all items noted above are included in your submission.

Please sign below confirming all items noted above are included in your submission.

Signature of Proposer's Authorized Representative	*Title*
Printed Name	*Date*
Signature of Originating Department	*Date*
Printed Name	*Date*

For Department Use Only:

PMS Staff Name/ Signature	*Date*

ATTACHMENT A
FOOD SERVICE ACCOUNTING SPECIFICATIONS

PROCEDURE FOR HANDLING DELIVERY TICKETS, INVOICES AND STATEMENTS:

MIAMI-DADE COUNTY SCHOOL CAFETERIAS ARE OPERATED UNDER A CENTRAL SYSTEM. THEREFORE, INVOICES FOR THE PURCHASES OF FOOD AND SUPPLIES BY THE CAFETERIAS ARE PAID BY THE ACCOUNTS PAYABLE DEPARTMENT.

TO FACILITATE THE HANDLING OF THESE INVOICES, IT IS REQUIRED THAT ALL VENDORS TO ADHERE TO THE FOLLOWING INSTRUCTIONS:

1. THE ORIGINAL PURCHASE ORDER NUMBER AND THE WORK LOCATION FOR EACH SCHOOL MUST BE LISTED ON EACH INVOICE. THE SUCCESSFUL VENDOR WILL RECEIVE A LIST OF THE CENTRALIZED CAFETERIAS WITH CODE NUMBERS. (THIS LIST MAY BE REVISED AS CHANGES OF BASES AND SATELLITES OCCUR).

2. ALL ITEMS ON DELIVERY TICKETS MUST BE BILLED ACCORDING TO DESCRIPTION OF ITEM QUOTED ON BID. UNIT PRICES FOR ALL ITEMS SHALL BE RECORDED AND ACCURATELY EXTENDED.

3. VENDOR MUST ISSUE ONE (1) COPY OF TICKET AND CREDIT MEMO AND COPY MUST BE SIGNED AND LEFT WITH THE CAFETERIA MANAGER AT TIME OF DELIVERY.

   (A) THE VENDOR SHALL SUBMIT ON A WEEKLY BASIS DIRECTLY TO THE ACCOUNTS PAYABLE DEPARTMENT A SPREADSHEET LISTING THE PURCHASE ORDER NUMBER, EACH INVOICE NUMBER, INVOICE DATE, DOLLAR AMOUNT AND THE LOCATION NUMBER FOR THE CAFETERIA. THE INVOICE AMOUNT IS TO REFLECT ANY ADJUSTMENTS MADE BY THE CAFETERIA MANAGER AND THE VENDOR AND SHOULD BE SUBMITTED TO THE FOLLOWING E-MAIL ADDRESS: MDCPSVENDORSTATEMENTS@DADESCHOOLS.NET

4. ANY CANCELLATIONS OR MERCHANDISE RETURNS MUST BE RECORDED BY DRIVER ON THE INVOICE THAT IS TO REMAIN AT THE SCHOOL SITE.

   (A) VENDOR SHOULD OBTAIN THE MANAGERS SIGNATURE ON THEIR COPY FOR THEIR RECORDS.

   (B) THE VENDOR SHALL SUBMIT ON A WEEKLY BASIS VIA E-MAIL A SPREADSHEET LISTING THE PURCHASE ORDER NUMBER, EACH INVOICE NUMBER, INVOICE DATE, DOLLAR AMOUNT AND THE LOCATION NUMBER FOR THE CAFETERIA. THE INVOICE AMOUNT IS TO REFLECT ANY ADJUSTMENTS MADE BY THE CAFETERIA MANAGER AND THE VENDOR. THE E-MAIL ADDRESS TO SEND THE SPREADHSEET TO IS: MDCPSVENDORSTATEMENTS@DADESCHOOLS.NET

THE VENDOR IS REQUIRED TO MAINTAIN A COPY OF EACH TICKET (INVOICE) TO BE MADE AVAILABLE TO THE ACCOUNTS PAYABLE DEPARTMENT UPON REQUEST.

DO NOT MAIL STATEMENT TO INDIVIDUAL SCHOOL CAFETERIAS

INVOICES FOR PURCHASES MADE BY PARENT TEACHER ASSOCIATION SHOULD NOT BE INCLUDED ON STATEMENTS SENT TO THE SCHOOL FOOD SERVICE ACCOUNTS PAYABLE DEPARTMENT, BUT SHOULD BE MAILED TO THE SCHOOL IN CARE OF THE P.T.A.

MAIL ALL STATEMENTS TO:

THE SCHOOL BOARD OF MIAMI-DADE COUNTY, FLORIDA
ACCOUNTS PAYABLE DEPARTMENT

FOOD SERVICE DIVISION
P.O. BOX 01-2570
MIAMI, FLORIDA 33101

5. PAYMENT FOR GOODS AND SERVICES UNDER THIS BID IS 30 DAYS FROM RECEIPT OF INVOICE. VENDORS MAY INVOKE FLORIDA STATE STATUE 218.70 AND 218.74, PROVIDED PAYMENT HAS NOT
BEEN MADE ON A TIMELY BASIS.

6. PREFERRED METHOD – CAPABLE OF TRANSMITTING ALL TRANSACTIONS ELECTRONICALLY VIA FILE TRANSFER PROTOCOL (FTP). TRANSACTIONS TRANSMITTED SHOULD CONSIST OF ORDERS AND ORDER DETAILS, INVOICES AND INVOICE DETAILS, RECEIPT CONFIRMATION AND RECEIPT CONFIRMATION DETAILS.

7. M-DCPS' SYSTEM OF TRANSACTIONS IS SAP AND VENDOR(S) SHOULD HAVE THE ABILITY TO AND/OR ARE WILLING TO RECEIVE ORDERS AND SEND INVOICES ELECTRONICALLY INTERFACED WITH THE M-DCPS SAP SYSTEM. FURTHER INFORMATION AND INSTRUCTIONS WILL BE PROVIDED UPON AWARD OF BID.

ATTACHMENT B
U.S. DEPARTMENT OF AGRIGULTURE FORM 1048

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

(Read Instructions On Page Two Before Completing Certification)

A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;

B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME PR/AWARD NUMBER OR PROJECT NAME	
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S)	
SIGNATURE(S)	DATE

USDA

The U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer

Instructions for Certification

(1) By signing and submitting this form, the prospective lower tier participant is providing the certification set out on page 1 in accordance with these instructions.

(2) The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

(3) The prospective lower tier participant shall provide immediate written notice to the person(s) to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(4) The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549, at 2 C.F.R. Parts 180 and 417. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

(5) The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

(6) The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(7) A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the System for Award Management (SAM) database.

(8) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(9) Except for transactions authorized under paragraph (5) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.